

NEW RIVER SOLID WASTE ASSOCIATION

THIS INTERLOCAL AGREEMENT,, made and entered into this 5th day of July, A.D. 1988, by and between Baker County, a political subdivision of the State of Florida; Bradford County, a political subdivision of the State of Florida; and Union County, a political subdivision of the State of Florida; hereinafter collectively referred to as the "Counties."

WITNESSETH:

WHEREAS,, the Counties are authorized by Florida Statutes Section 163.01 (1987) to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers on a basis of mutual advantage and to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of the Region encompassed by Baker, Bradford and Union Counties; and

WHEREAS, the Counties, public agencies of this State, are authorized to exercise jointly with any other public agency of this State or the United States any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, a regional approach to solid waste management without regard to political or governmental boundaries is necessary in order to promote and protect the public health, welfare and safety of the citizens of the Region; and

WHEREAS, Florida Statutes Section 403.706 (2)(b) (1987) requires that a local resource recovery and management program be established by special act of the Legislature or by interlocal agreement; and

WHEREAS, it is in the best interest of the citizens of Baker, Bradford and Union Counties that a single entity make all the policies necessary in connection

with the providing and the furnishing of solid waste services in the Region; and

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WHEREAS, since such an entity must have broad powers and responsibilities, it should be composed of members of the Boards of County Commissioners of Baker, Bradford and Union Counties.

NOW THEREFORE, for and in consideration of the mutual benefits to flow to the Counties and in consideration of the mutual covenants, promises and agreements herein contained, the Counties hereby agree with each other as follows:

Section 1: Definitions.

Whenever used in this Agreement, unless a different meaning clearly appears from the context:

(1) "Association" means the New River Solid Waste Association, the entity which shall administer and/or own the Solid Waste Management System.

(2) "Board" means the New River Solid Waste Association Board which Board is appointed by the Counties to operate the Association.

(3) "Composting" means a controlled process of degrading yard trash and other Board approved vegetative waste by micro-organisms which results in a humus material.

(4) "Construction and Demolition Debris" means non-hazardous material generally considered not to be water soluble, including but not limited to steel, concrete, glass, brick, asphalt roofing material, or lumber from a construction or demolition project including trees and vegetation from land clearing for a construction project. Contamination of construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

(5) "Costs of the System" means the capital and other costs of acquiring or constructing the components and

facilities of a solid waste management system and includes the cost of all lands, property, rights, easements, and franchises acquired which are deemed necessary for such acquisition and construction, the cost of all machinery and equipment, any financing charges, the funding of any required debt service or renewal and replacement fund, any interest prior to and during construction and for a reasonable period after construction, any engineering and legal expenses, the cost of any plans, specifications, surveys, or estimates of construction costs and of revenues, any other expenses necessary or incident to determining the feasibility or practicability of such acquisition or construction, any administrative expenses, operating expenses and such other expenses as may be necessary or incident to the financing herein authorized, to such acquisition or construction, and to the placing of the system or any portion thereof in operation, and the cost of closing the system.

(6) "County" means a county which is a party to this Agreement. For purposes of this Agreement, any right or power which may be exercised by a County shall be exercised by the Board of County Commissioners of that County.

(7) "Counties" means Union County, Baker County and Bradford County collectively.

(8) "Department" means the Florida Department of Corrections.

(9) "Member" means an individual serving on the Board.

(10) "Person" means an individual, partnership, joint venture, private or public service company, agency, department, or entity of the United States government or of any state government, or any other agency, department or entity, public or private, however organized.

(11) "Recycling" means the removal from the

solid waste stream of any materials which have a value for reuse or reprocessing. For the purposes of this Interlocal Agreement recyclables include, but are not limited to: paper, glass, metals, plastic, reusable construction debris, such as lumber, brick, fixtures and other inert materials.

(12) "Region" means the geographic area encompassed by Baker, Bradford and Union Counties.

(13) "Revenue Bonds" means taxable or tax exempt bonds or other obligations of the Association secured by and payable from revenues derived from the rates, fees, charges and other income collected by the Association from the users of its Solid Waste Management System.

(14) "Solid Waste" means sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not considered solid wastes for purposes of this Agreement are: nuclear source or byproduct materials regulated under Florida Statutes Chapter 404 or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; fluids or wastes associated with natural gas or crude oil exploration or production. Solid waste shall also not include scrap, or new or used material, separated at the point of generation and held for purposes of Recycling, subject to state and local public health and safety laws.

(15) "Solid Waste Management System" means any plant, facility or property and additions, extensions and improvements thereto, at any time constructed or acquired as part thereof, useful or necessary or having the

capacity for future use for solid waste management or disposal. It shall also include vehicles used in disposing of solid waste and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever, equipment, machinery, furnishings, fixtures and replacements, relating to any such Solid Waste Management System and necessary or convenient for the operation thereof. It shall also include the entire administrative process under which the Association operates its solid waste facilities.

(16) "Solid Waste Superintendent" means the Solid Waste Superintendent of the New River Solid Waste Association, who is the person employed by the Board to direct the Association's operations, supervise the staff and administrative procedures, carry out the functions, duties and responsibilities assigned by the Board, execute and enforce policies adopted by the Board, hire, appoint and remove such other employees as the Board may authorize.

(17) "Tipping Fee" means the charge levied against all users of the Solid Waste Management System on a per unit basis.

(18) "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

Section 2: Purpose of Agreement.

(1) The purpose of this Agreement is to effectively, efficiently and economically dispose of the solid waste generated within the Region and to provide associated services related to solid waste management through the creation of the Association.

(2) The powers and purposes enumerated in this Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Region. It

is hereby found and declared that in the construction, acquisition, improvement, maintenance and operation of the Solid Waste Management System, either directly or through a franchisee or a licensee, the Association will be exercising essential and proper governmental functions. It is further found and declared that the construction, acquisition, improvement and operation of said Solid Waste Management System is for the benefit, health and welfare of the citizens of this region in that inefficient and improper methods of managing Solid Waste create hazards to public health, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values and create public nuisances.

(3) The Association shall build, construct or cause to be built or constructed, a Solid Waste Management System which complies with Federal and Florida law.

(4) In addition to disposal of Solid Waste, with Board approval the Association may contract with an individual County or cities within the Region or facilities operated by the Department of Corrections within the Region to provide technical assistance and associated Solid Waste services upon request.

Section 3: Membership, Representation, Quorum and Voting.

(1) Each County shall appoint two County Commissioners to be members of the Board. Each County shall further designate three County Commissioners to serve as alternate members who shall act on behalf of any of its appointees unable to perform Board functions. Alternate members shall have the same rights, duties and responsibilities as Board members.

(2) A quorum for purposes of this Agreement shall consist of a minimum of four (4) members of the Board.

(3) Each Member shall serve until removed or

replaced by his/her respective appointing County.

(4) The initial meeting of the Board shall take place either 45 days from the effective date of this Agreement or at such earlier date as is agreed upon by a majority of the Members. At the initial meeting the Members shall elect a chairman, vice chairman, secretary-treasurer, shall adopt interim operating and Parliamentary procedures and shall conduct such other business as is necessary.

(5) Members shall serve without salary. Members may be reimbursed for travel expenses and other expenses incurred in carrying out their duties in the same manner as state employees are reimbursed pursuant to Florida Statutes Section 112.061 (1987).

(6) The Board shall meet as often as it deems necessary to carry out the purposes of this Agreement but in no event less than once every three (3) months. Additional meetings shall be upon call of the chairman or any three (3) Members.

Section 4: Duration, Withdrawal and Termination.

(1) The Association shall continue in existence until it is dissolved. Upon an affirmative vote of at least five (5) members of the Board, voting assets of the Association may be sold and the landfill closed. Dissolution shall not occur, however, until the post-closure maintenance and clean-up period has passed. Dissolution shall further be subject to the contractual rights of the holders of any Revenue Bonds, should such Revenue Bonds have been issued. Once Revenue Bonds have been issued the Association shall continue in existence until all bonded indebtedness authorized by the Board has been retired and paid in full or defeased under the bond documents.

(2) In the event there is a complete dissolution

of the Association and such dissolution involves the disposition of the property of the Association, such property shall be distributed or liquidated so that each County at the time of dissolution shall be entitled to a percentage of the proceeds determined as follows:

The total solid waste collected from each county shall be divided by the total solid waste collected from all counties to determine the percentage share of each county.

Section 5: Powers.

(1) The Association shall have and possess all powers and authorities enumerated in Florida Statutes Section 163.01 (1987).

(2) In addition to the Association's powers as enumerated in Florida Statutes Section 163.01 (1987), the Association, acting through the Board, shall have the following powers:

(a) To adopt and from time to time thereafter alter, rescind, modify, amend and enforce rules, resolutions, guidelines and orders necessary for its operation in accordance with Florida Statutes, Chapter 120 (1987) and all successor laws. When approved by the Board, such rules shall have the force and effect of law.

(b) To acquire, in its discretion, personal or real property or any interest therein by gifts, lease, eminent domain, or purchase. Any decision to exercise eminent domain power must be approved by an affirmative vote of at least five (5) Members of the Board voting. The Association may enter upon any land or water for the purpose of making surveys and may exercise the right of eminent domain whenever public necessity or convenience requires in the manner provided by law.

(c) To appoint a Solid Waste Superintendent to be responsible to the Board and who shall serve at its pleasure; to authorize such other employees as may be

necessary; to employ or appoint consulting engineers, external auditors, lawyers, and such other consultants as may be required for the operation and management of the Association and to fix their compensation.

(d) To require surety bonds for any of the officers and employees in such amounts as the Board deems necessary. The premiums for these bonds shall be paid in the same manner as all other operating expenses.

(e) To sue and be sued, implead and be impleaded, complain and defend in all courts.

(f) To make use of the privilege of sovereign immunity in accordance with Florida Statutes Section 768.28 (1987) and all successor laws as provided by Florida Statutes Section 163.01(4) (1987) and all successor laws.

(g) To adopt, use, and alter a seal.

(h) To acquire, construct, reconstruct, improve, maintain, equip, furnish, and operate at its discretion such Solid Waste Management System as is required to carry out the purposes and intent of this Agreement.

(i) To conduct studies and contract, for such periods as may be determined by the Board, with governmental agencies, public or private corporations, or any other persons to carry out the purposes of this Agreement.

(j) To fix, alter, charge and establish reasonable rates, fee(s), and other charges, including but not limited to Tipping Fee(s), for the Solid Waste Management System, and for any additional services rendered by the Association. These fees and charges shall be sufficient to cover all Costs of the System and all costs required by the resolution authorizing the Revenue Bonds. Other services provided to the Counties, individually or collectively, shall be financially self sufficient and

shall not in any way interfere with the primary purpose of the Association. In this context financially self sufficient means that the service recipient(s) shall pay for all administrative, operational, direct and indirect costs of the service provided.

(k) To borrow money and issue evidences of indebtedness, accept property, gifts, grants or loans of money from the federal and state governments and from other sources, public or private, which gifts, loans and grants shall be expended in accordance with the purposes and provisions of this Agreement.

(l) To incur debts, liabilities, and obligations which do not constitute the debts, liabilities or obligations of the Counties.

(m) To grant exclusive or nonexclusive franchises or contractual agreements to persons for the financing, improvements, construction, acquisition, operation, maintenance, or ownership of the Solid Waste Management System, for a term not exceeding 10 years; impose such conditions on said franchises or agreements as shall include, but not be limited to, standards of service, rate regulation, and franchise fees for the privilege of operating under the franchise; provide that the franchise shall have no value as to the unexpired term of the franchise in the event of revocation; provide in such franchise agreement the right of the Association to acquire the assets of the franchisee by condemnation; and to impose such other conditions on said franchise as shall be reasonable and necessary.

(3) The provisions of this Agreement shall be liberally construed to effect its purpose.

Section 6: Revenue Bonds.

(1) The Association shall have the power and is hereby authorized to issue Revenue Bonds for the purpose of paying all or part of the Costs of the System. Decisions

regarding issuance and approval of the sale of Revenue Bonds shall require an affirmative vote of at least five (5) Members of the Board voting. The issuance of Revenue Bonds shall be authorized by resolution of the Board, which resolution may be adopted at the same regular or special meeting at which the resolution is introduced.

(2) Revenue Bonds may be issued in one or more series and shall bear such date or dates of issuance, bear interest at such rate or rates, not exceeding amounts allowable by general law in effect at the time of the issuance of each series, mature at such time or times, not exceeding 10 years from their respective date of issuance, be subject to such terms of redemption, with or without premium, be issued in such form, registered or not, with or without interest coupons, entitle the holder thereof to such conversion or registration privileges, be executed in such manner, be in such denomination or denominations, be payable in such medium of payment at such place or places, which may be any bank or trust company within or without the state, have such rank or priority, be secured in such manner, and have such other characteristics as may be provided in the resolution of the Board authorizing their issuance or in such subsequent resolutions as the Board may adopt prior to their issuance.

(3) If any officer whose signature or facsimile of whose signature appears on any Revenue Bonds or coupons ceases to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until such delivery.

(4) All Revenue Bonds issued under this Agreement shall have and are hereby declared to be and to have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities Laws of the State of Florida.

(5) The Association may sell Revenue Bonds at public or private sale in such manner and for such prices as it may determine to be in the best interest of the Association, but no such bonds shall be sold at a price that will yield to the purchaser thereof income at a rate exceeding the amount allowable by general law in effect at the time of the issuance. If the Revenue Bonds are sold at public sale then a notice of such sale shall be published once at least 10 days prior to the date of such sale in a newspaper published and circulating in the Region and in a financial newspaper or journal circulating in New York, New York. The Association may issue interim bonds, notes, certificates, or receipts, with or without coupons, exchangeable for definitive Revenue Bonds when such bonds have been executed and are available for delivery.

(6) The Board shall fix and revise from time to time the rates, fees or other charges for the services and facilities furnished by the Association and such rates, fees or other charges shall be so fixed and adjusted as to provide sufficient funds to pay the principal of and interest on all Revenue Bonds issued as the same become due and payable for such purposes, and including the cost of operating, maintaining and repairing the Solid Waste Management System and all such other payments required by the proceeding providing for the issuance of Revenue Bonds.

(7) The Association, in the issuance of Revenue Bonds, shall have the authority to pledge all or any part of the revenues derived from the operation of the Solid Waste Management System and shall have the power to determine the rank or priority of such pledge of revenues for any purpose, including different issues of Revenue Bonds, and to grant to the holders of the Revenue Bonds a lien on all or any part of the revenues prior to the use of such revenues for any other purposes.

(8) All revenues received by the Association

shall be deemed to be trust funds to be held and applied as provided in this Agreement. The Board may also provide that each issue of Revenue Bonds or any combined issue of Revenue Bonds may be secured by a trust agreement by and between the Association and a corporate trustee, which may be any trust company or bank within or without the State. Such trust agreement may pledge or assign the revenues to be received and provide for the rank and priority between different trust agreements for different issues of Revenue Bonds. The resolution or resolutions providing for the issuance of Revenue Bonds, or such trust agreements may contain such provisions for protecting and enforcing the rights and remedies of the holders of the Revenue Bonds as may be reasonable and proper, not in violation of law, including covenants setting forth the duties of the Association relating to the construction, acquisition, improvement, maintenance, operation, repair and cost of any project or facility as is customary in trust agreements or trust indentures securing bonds or debentures of corporations and may contain such other provisions as the Board may deem reasonable and proper for the security of the holders of such Revenue Bonds.

(9) The Association is further authorized to issue revenue refunding bonds for the purpose of refunding any Revenue Bonds of the Association then outstanding, including the payment of any redemption premium thereon and interest accrued or to accrue to maturity or to the prior redemption of such outstanding Revenue Bonds, as the case may be, or for the combined purpose of refunding such outstanding Revenue Bonds and paying the cost of acquisition and/or construction of one or more projects. The issuance of such revenue refunding bonds shall be authorized by resolution of the Board in the same manner as provided in the first paragraph of this section. Such refunding bonds may be issued to refund such outstanding

Revenue Bonds as they mature and become payable, or as they are called for redemption prior to their stated dates of maturity and the Board shall be authorized to invest the proceeds, or part of the proceeds of such refunding bonds, pending the dates of maturity of such outstanding Revenue Bonds or the dates upon which such outstanding Revenue Bonds are to be called prior to their stated dates of maturity, in such lawful securities as the Board shall deem desirable, for the purpose of refunding such outstanding Revenue Bonds in the manner provided for previously in this section.

(10) The Association shall also have the power to issue notes prior to the issuance of Revenue Bonds but such notes shall mature in not more than five (5) years.

(11) The Association may further issue bond anticipation notes after the authorization of the issuance of Revenue Bonds in the manner provided in Florida Statutes Section 215.431 (1987).

Section 7: Finance

(1) The fiscal year of the Administration shall run from October 1 through September 30 each year.

(2) The Board shall adopt an annual budget on June 15, 1988 to take effect on October 1 of each year.

(3) The Board shall secure an annual external audit by a qualified certified public accountant with copies of the audit report being made available to all the Counties.

(4) The Counties shall contribute funds in an amount deemed necessary by the Board until the Solid Waste Management System becomes operational and begins generating revenue. The funds to be contributed by each county shall be based on the following formula: Each county shall determine from the last 12 monthly solid waste tabulation reports filed with the Florida Department of Environmental Regulations the total amount of solid waste

it generated during the last 12 months. That total shall be divided by the total solid waste generated during that same period by the Counties to determine each County's percentage share of the total funds to be contributed.

(5) Any service performed or provided by non-full time employees of any county or property, either real or personal, contributed by any county after February 1, 1988 shall be reimbursable to that county provided it is approved by the Association. The Association in its sole discretion shall determine the method and time of reimbursement.

(6) Upon the request of any County the Association may levy a surcharge in an amount to be determined by the County on that County's Tipping Fee. All funds so collected, less any costs incurred by the Association in their collection, shall be forwarded to the County on a monthly basis.

Section 8: Flow Control.

(1) Baker County, Bradford County and Union County agree that the Association shall have exclusive control over the disposal of Solid Waste collected within their respective unincorporated areas and in the incorporated areas where Baker County, Bradford County and Union County has assumed control of solid waste disposal. Once collection procedures are established in any of the above - referenced counties they shall not be lessened or eliminated. Within 180 days of receipt of a written request by the Association, Baker County, Bradford County and/or Union County shall institute, by ordinance, enforceable measures sufficient to ensure the delivery of all Solid Waste collected, as more specifically set forth in the first sentence of this paragraph.

(2) The Association shall not have exclusive control over disposal of the following:

(a) Construction and Demolition Debris.

(b) Solid Waste used for Recycling or Composting.

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(c) Yard Trash.

(3) Each County agrees to pay or cause to be paid the Tipping Fees as set by the Association.

(4) In the event that the Association provides additional services other than solid waste disposal to any County, then that County shall be billed separately for such services.

Section 9: Execution, Recording and Effective Date.

(1) This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(2) At such time as this Agreement has been fully executed it shall be recorded with the Clerk of the Circuit Courts in Baker County, Bradford County and Union County.

(3) The effective date of this Agreement shall be the latest date upon which it is recorded with the Clerks of the Circuit Courts of the above - referenced Counties in which it must be recorded.

Section 10: Amendments.

(1) Amendments to this Agreement may be proposed by any County.

(2) No amendment shall occur unless it is agreed upon by an affirmative vote of at least five (5) Members of the Board voting.

(3) No amendment shall be effective until it is executed and recorded in the same manner as the original Agreement.

Section 11: Covenant of Further Assurances.

The Counties agree that from the effective date of this Agreement, each will, upon the request of the

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Association, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

Section 12: Default.

If any County fails to keep and perform each and every one of the covenants hereby agreed upon, then and in that event, the Association, upon thirty (30) days written notice to the nonconforming County and upon the failure of the County to regain compliance within such period, may institute and maintain an action in a Court of competent jurisdiction for damages, specific performance, or injunctive relief. Additionally, the prevailing county in any litigation instituted under this Agreement shall be entitled to recover from the other county all costs of such litigation including attorney's fees both at the trial level and on appeal.

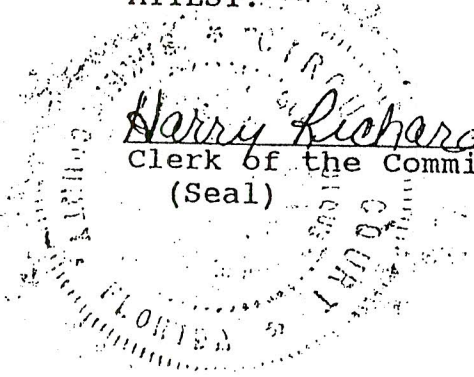
IN WITNESS WHEREOF, the Board of County Commissioners of Baker County, the Board of County Commissioners of Bradford County, and the Board of County Commissioners of Union County have entered into this Agreement and have caused it to be executed by their duly authorized officers.

BAKER COUNTY
A Political Subdivision of the
State of Florida

BY: [Signature]
Chairman

ATTEST:

[Signature]
Clerk of the Commission:
(Seal)



BRADFORD COUNTY
A Political Subdivision of the
State of Florida

BY: [Signature]
Chairman

ATTEST:

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Juliet A. Brown
Clerk of the Commission:
(Seal)

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UNION COUNTY
A Political Subdivision of the
State of Florida

BY:

Kerry Taylor
Chairman

ATTEST:

Carol Roney D.C.
Clerk of the Commission:
(Seal)

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